

Commonwealth of Virginia

**REQUEST FOR PROPOSAL**

Issue Date: February 7, 2011

Issue Title: **Statewide Family Network**

Issuing Agency: Department of Behavioral Health and Developmental Services  
(DBHDS), P.O. Box 1797, Richmond, Virginia 23218-1797

Location Where Work Will Be Performed: In at least one of the five Health Planning Regions located in the Commonwealth of Virginia.

Period of the Contract: June 1, 2011 through May 31, 2012

Renewals: Contract may be renewed for five (5) one-year periods upon mutual agreement between all parties.

Proposals will be received for furnishing services described herein until: **Tuesday, March 8, 2011 at 1:00 p.m. EST.**

Submit Comments Questions	Interested parties may submit written comments or questions on any aspect of this RFP <b><u>on or before 5:00 p.m. Thursday, February 24, 2011.</u></b> Please submit your comments and questions to Dick Myers: By email: <a href="mailto:dick.myers@dbhds.virginia.gov">dick.myers@dbhds.virginia.gov</a> No other questions will be responded to if received after the <b><u>5:00 p.m. Thursday, February 24, 2011</u></b> deadline.
Copies of RFP and Answers to submitted Questions	May be obtained at <a href="http://www.dbhds.virginia.gov">www.dbhds.virginia.gov</a> on left side of screen under DBHDS click on Procurement, then under More Information click on link to Solicitations for the Office of Administrative Services and look for solicitation number assigned: <b><u>RFP# 720C-04290-11D00.</u></b>
Preproposal Conference	No Preproposal Conference.

**All offerors must register in eVA; failure to register may result in the proposal being rejected.**

**(See Section VII, Item 7.18, "Business-To-Government Vendor Registration")**

Proposal Delivery Information:

All Proposals shall be addressed: DBHDS, Office of Administrative Services. If mailed, send to P.O. Box 1797, Richmond, VA 23218-1797; if hand delivered Jefferson Building, 8th Floor - Room 811, 1220 Bank Street, Richmond, Virginia, 23219. Envelopes should be marked with RFP number and opening date and time. It is the Offeror's responsibility to assure that proposals are received and logged in by Procurement Operations staff at the location indicated by the date and time above, regardless of the method of delivery. LATE proposals will NOT be accepted under any circumstances. This page and the following signature page must accompany your proposal, with all information supplied and signatures applied as required.

IN COMPLIANCE WITH THE ABOVE REFERENCED REQUEST FOR PROPOSALS AND TO ALL THE CONDITIONS IMPOSED HEREIN, IN FACT OR BY REFERENCE, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION.

Offeror Name and Address:

_____	Date: _____
_____	By: _____ (Official Signature in Ink)
_____	Printed Name: _____
Telephone: _____	Title: _____
FEI/FIN Number: _____	

**(Please check all that apply)**

<input type="checkbox"/>	Contractor DOES consider his/her firm to be a small, woman or minority owned business.
<input type="checkbox"/>	Contractor does NOT consider his/her firm to be a small, woman or minority owned business.
<input type="checkbox"/>	Contractor IS certified as a small, woman or minority owned business by VA Department of Minority Business Enterprise (DMBE).
<input type="checkbox"/>	DMBE Certification # _____ S    W    M    WS    MS (Circle One)
<input type="checkbox"/>	Contractor is NOT certified as a small, woman or minority owned business by VA Department of Minority Business Enterprise.

**S = Small Business**

**W = Woman Owned**

**M = Minority Owned**

**WS = Woman Owned with Small Business Certification**

**MS = Minority Owned with Small Business Certification**

## 1.0 **PURPOSE:**

- 1.1 **PURPOSE:** The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a single contract through competitive negotiation to provide a Statewide Family Network for the Department of Behavioral Health and Developmental Services (DBHDS), an agency of the Commonwealth of Virginia.

The Contractor(s) shall be responsible for providing assistance to families and caregivers of youth that:

Have a mental health problem;  
May have co-occurring mental health and substance abuse problems;  
May be in contact with the juvenile justice or courts systems;  
May require emergency services; or  
May require long term community mental health and other supports.

The mission/vision for the Statewide Family Network is:

- To assist families/caregivers of children with mental health challenges in accessing appropriate mental health services in their communities through support and educational opportunities.
- To assist and prepare families to effectively communicate their child's needs and to provide a family perspective related to children's mental health issues.
- To incorporate Systems of Care values and principles throughout the work. Systems of Care is defined as "a broad flexible array of effective services and supports for a defined multi-system involved population, which is organized into a coordinated network, integrates care planning and care management across multiple levels, is culturally and linguistically competent, builds meaningful partnerships with families and with youth at service delivery, management and policy levels, has supportive management and policy infrastructure, and is data driven." (Pires, 2010, p. 8) Values and Principles for a Systems of Care can be found on page five of Building Systems of Care: A Primer by Sheila A. Pires (see section 4.0 Proposal Creation for a list of references).

## 2.0 **SCOPE OF WORK:**

### 2.1 **FAMILY RESOURCE FACILITATORS:**

Grantee shall identify five Family Resource Facilitators to coordinate activities in each of Virginia's five Health Planning Regions (see Attachment C for a list of counties and cities in each Health Planning Region). The application can include a plan to pilot the work in one or more regions in the first year but must include a long term plan outlining how the organization intends to spread the work to the other regions over the next five years.

#### 2.1.1 **Facilitator Responsibilities:**

The plan for developing the following facilitator responsibilities may include prioritization of one or more of these in the first year with development of the others in subsequent years. If you choose to prioritize the work in the first year, you must include in your application how you will prioritize the work

and how you will plan to phase in all of the responsibilities over the next five years.

### **Family Education**

- Provide training opportunities on mental health topics and service system access
- Identify and refer families to current community groups that provide training and information on mental health issues
- Development of a process to disseminate information related to training on children's mental health topics, access to services and supports, and status of family network activities. Applicants that propose to develop a website or use an existing website for this purpose will be given preference over ones that don't.

### **Family Support**

- Create opportunities for the development of family support groups
- Identify and refer families to current community mental health support groups

### **Family Empowerment and Development of Resiliency Skills through Mentoring and Training**

Topics shall include:

- Navigating the service system including accessing needed services and tools to assist them in finding needed services.
- Community networking, resource mapping, organizing and utilizing information that connects them to community resources from both the public and private sectors.
- Identifying natural and informal supports (friends, family members, clergy, teachers, etc.) to help with mental health treatment and/or provide extra support to the family
- Effectively working with their child's service providers

### **Development of Family Leadership Skills through Mentoring and Training to Ensure Representation of the Family Voice within the Children's Mental Health System**

- Prepare families to participate on workgroups, boards, commissions, etc. that relate to children's mental health policy and planning
- Prepare and support families in educating professionals, providers, lawmakers and the general public about children's mental health from a family and youth perspective
- Assist families in the development of local family network support groups
- Develop system for providing and disseminating stipends to support family participation in workgroups, boards, commissions, etc.; stipends to cover mileage, travel, and childcare expenses

2.2

### **DEVELOPMENT OF OUTCOME EVALUATION PROCESS AND REPORT TO ENSURE GROWTH AND SUSTAINABILITY OF THE STATEWIDE FAMILY NETWORK:**

- Family Resource Facilitators shall broaden and enhance capacity of the statewide network by showing an annual increase in families that participates in one or all of the following: training events, support groups, and/or leadership/advocacy activities.
- All outcomes should be specific, measurable, and based on the facilitator responsibilities listed in section 2.1.1 above. Please include in your application at least five outcomes you plan to report on in your Outcome Evaluation Report.
- The Outcome Evaluation Report must be submitted quarterly to the Office of Child and Family Services at the Virginia Department of Behavioral Health and Developmental Services. Payments will be made quarterly and will be contingent upon progress on specified outcomes.
- The Outcome Evaluation Report and the proposal must include how you plan to provide other funding and/or resources to support the growth and sustainability of the statewide family network.

### 2.3 **DEVELOPMENT OF A MARKETING AND OUTREACH PLAN:**

- Plan should include steps to identify both families and existing family organizations, groups and networks that may benefit from or supplement the work of the Statewide Family Network
- Plan should designate how the Statewide Family Network intends to collaborate and partner with other family organizations to benefit families of youth with mental health challenges
- Plan should have defined goals and measureable outcomes.

### 2.4 **BACKGROUND AND PREPARATION:**

The entity that is awarded the funding shall be responsible for ensuring that the Family Resource Facilitators have the following background and preparation:

- Have firsthand experience taking care of and living with a child with mental health challenges
- Must be knowledgeable about and practice Systems of Care values and principles
- Must be accessible to families in their region and trained in cultural competence
- Must use a strengths based approach and strive to instill hope in the families they work with
- Must be able to partner with mental health professionals and community child serving stakeholders to build treatment and support services for families

### 2.5 **PARTNERSHIPS**

Organizations may apply together in order to maximize resources but must submit partnership letters of support from each organization or entity they plan to partner with in their application.

**3.0 PROPOSAL CREATION:** The following references may be helpful in developing proposals:

Pires, S. A. (2002). Building a Systems of Care: A Primer.

[https://gushare.georgetown.edu/ChildHumanDevelopment/CENTER%20PROJECTS/WebSite/PRIMER\\_CompleteBook.pdf](https://gushare.georgetown.edu/ChildHumanDevelopment/CENTER%20PROJECTS/WebSite/PRIMER_CompleteBook.pdf)

Lazear, K., Anderson, R. & Boterf, E. (2007). Quick Guide for Self-Assessment of Family Run Organizations in System of Care

<http://rtckids.fmhi.usf.edu/rtcpubs/FamExp/Familyquickguide.pdf>

**4.0 QUALIFICATIONS OF THE PROVIDER:** DBHDS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to provide the goods and services. The Offeror shall furnish DBHDS all such information and data for this purpose as may be requested. DBHDS further reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy DBHDS that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated.

**5.0. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

**5.1. GENERAL INSTRUCTIONS:**

5.11. RFP RESPONSE: In order to be considered for selection Offerors must submit a complete response to this RFP. **One original (marked “Original”) and four copies of each proposal must be submitted to DBHDS.** No other distribution of the proposal shall be made by the Offeror.

**5.1.2 PROPOSAL PREPARATION:**

5.1.2.1. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

5.1.2.2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

- 5.1.2.3. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents that cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the REP requirements are specifically addressed.
- 5.1.2.4. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
- 5.1.2.5. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- 5.1.2.6. Ownership of all data, materials and documentation originated and prepared for the Commonwealth pursuant to the RFP shall belong exclusively to the Commonwealth and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of *Code of Virginia*, § 2.2-3705.6, in writing, either before or at the time the data or other material is

submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

5.1.3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

5.1.4. Late Proposals: To be considered for selection, proposals must be received by the issuing agency by the designated date and time. Proposals received in the issuing office after the date and time designated are automatically disqualified and will not be considered. The issuing agency is not responsible for delays in the delivery of mail by the U. S. Postal Service or other couriers. It is the sole responsibility of the offeror to insure that its proposal reaches the issuing agency's office by the designated date and time. Receipt of proposals scheduled during a period of suspended state business operations will be rescheduled for processing at the same time on the next regular business day.

5.1.5. All information requested by this RFP on the ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. If an offeror fails to submit all information requested, the purchasing agency may require prompt submission of missing information after the receipt of vendor proposals.

**5.2 SPECIFIC REQUIREMENTS OF PROPOSAL:** Proposals should be as thorough and detailed as possible so that the Purchasing Agency evaluation team may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

5.2.1 Response to the following:

5.2.1.1 Provide information regarding the experience of your company and its staff in providing services/programs such as those described under the SCOPE.

5.2.1.2 Provide an itemized budget estimate for all services/programs proposed.



- 5.2.1.3 Provide at least five specific and measurable outcomes for reporting on in the quarterly Outcomes Evaluation Report
- 5.2.1.4 Provide plan as to how you plan to provide other funding and/or resources to support the growth and sustainability of the statewide family network.

## 6.0 **EVALUATION AND AWARD CRITERIA:**

**6.1 EVALUATION:** Proposals shall be evaluated by the Purchasing Agency using the following criteria:

- 6.1.1 Experience of Offeror and Offeror's staff in providing services/programs proposed in the proposal
- 6.1.2 Quality of outcome measures for Outcome Evaluation Report
- 6.1.3 Ability of Offeror to provide in-kind or in-cash match to support grant
- 6.1.4 Itemized budget related to cost of providing proposed services/programs
- 6.1.5 Participation of Small, Women-Owned and Minority-Owned Businesses

**6.2 AWARD TO MULTIPLE OFFERORS:** (this can be changed to reflect the desire to award to one offeror after feedback is collected) Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

## 7.0 **GENERAL TERMS AND CONDITIONS**

**7.1 VENDOR'S MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendor's Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety, except as noted below.

The procedure for filing contractual claims is in Section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under manuals. The appeals procedures set forth in the DBHDS Departmental Instruction 810 (ADM) 07 are applicable to these contractual services. A copy of these Instructions is available for review in the offices of the DBHDS.

- 7.2. APPLICABLE LAW AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendor's Manual. The contractor shall comply with applicable federal, state and local laws and regulations.
- 7.3. ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

7.3.1 During the performance of this contract, the contractor agrees as follows:

- 7.3.1.1 The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

7.3.1.2 The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

7.3.1.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

7.3.2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**7.4. ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**7.5. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, the Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

**7.6. DEBARMENT STATUS:** By submitting their proposal, all Offerors certify that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.

**7.7. ANTITRUST:** By entering into a contract, the Offeror conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

**7.8. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, DBHDS reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

**7.9 CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should

contact the contract officer whose name appears on the face of the solicitation, no later than five days before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract officer.

- 7.10 PRECEDENCE OF TERMS:** The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- 7.11. QUALIFICATIONS OF OFFEROR:** The DBHDS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to DBHDS all such information and data for this purpose as may be requested. DBHDS reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. DBHDS further reserves the right to reject any proposal if the evidence submitted by or investigations of such Offeror fails to satisfy DBHDS that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and furnish the goods contemplated herein.
- 7.12 ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of DBHDS.
- 7.13. CHANGES TO THE CONTRACT:** Changes can be made to the Contract by mutual agreement of both parties.
- 7.14. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, DBHDS, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which DBHDS may have.
- 7.15 INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. The Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

- 7.15.1 Worker's Compensation - Statutory requirements and benefits. Coverage is compensatory for employers of three or more employees, to include

employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

7.15.2 Employers Liability - \$100,000.

7.15.3 Commercial General Liability - \$3,000,000 per occurrence single limit. Commercial General Liability is to include bodily injury, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional named insured and so endorsed on the policy.

7.15.4 Automobile Liability - \$1,000,000 – per occurrence

**7.16 DRUG FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**7.17 NONDISCRIMINATION OF CONTRACTORS:** An Offeror shall not be discriminated against in the award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

**7.18 EVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to

conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All offerors must register in eVA; failure to register may result in the proposal being rejected.

7.19.1 eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

7.19.2 eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

The Vendor Transaction Fee is:

- (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
- (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

## **8.0 SPECIAL TERMS AND CONDITIONS:**

**8.1. ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the DBHDS will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

**8.2 AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

**8.3 AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

**8.4 CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by

either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

**8.5 PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

**8.6 SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

**8.7 RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for 5 successive one year periods) under the terms and conditions of the original contract except as stated in 9.7.1 and 9.7.2 below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew will be given approximately 90 days prior to the expiration date of each contract period.

8.7.1 If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the **Professional Services** under *(not sure if this is the correct category?)* Medical Care category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

8.7.2 If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the **Professional Services** under Medical Care category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- 8.8 IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_

Name of Offeror                      Due Date                      Time

Street or Box Number \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

RFP Title \_\_\_\_\_ RFP Number \_\_\_\_\_

Name of Contract/Purchase Officer \_\_\_\_\_

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other Proposals should be placed in the envelope.

- 8.9. ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DBHDS web site [www.dbhds.virginia.gov](http://www.dbhds.virginia.gov) for a minimum of 10 days.
- 8.10 AUTHORITIES:** Nothing in this agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the Scope of Work contained herein. Furthermore, the Contractor shall not assign, sublet, or subcontract any work related to this agreement or any interest he/she/it may have herein without the express written consent of the Contracting Agency, except as specified herein.
- 8.11 NONDISCRIMINATION OF CONTRACTORS:** An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.



**8.12 CREDENTIALS AND PRIVILEGES:** The Contractor agrees that practice at the Purchasing Agency site will be governed by and limited to privileges approved and granted by the Purchasing Agency, and that any changes in professional status, or any other changes that would affect the ability of any physician or other practitioner to provide services under this agreement will be reported immediately to the Purchasing Agency.

**8.13 CRIMINAL HISTORY:** The Purchasing Agency reserves the right to restrict activities required to provide these services herein to only persons who are without criminal convictions. This restriction shall not relieve the Contractor or Subcontractors of any requirements herein. Upon request of the Purchasing Agency, the contractor shall obtain and provide a criminal history background check on any persons assigned to this contract. The Purchasing Agency, at its sole decision, may determine that an individual possessing a criminal conviction poses no risk or threat to the agency, its employees, and clients, and may waive the restriction on a case-by-case basis. Section 37.1-20.3 of the *Code of Virginia* lists certain criminal convictions for which no waiver can be granted.

**8.14 CONTRACT MANAGEMENT AND ADMINISTRATION:** A primary contract administrator will be appointed by the Contracting Agency (DBHDS Office of Administrative Services) who will be responsible for monitoring and evaluating contractor performance. Only the DBHDS Office of Administrative Services may authorize any changes to the contract that modify, in a material fashion, the cost, terms and conditions, scope of work or delivery of services to be provided under the contract.

**8.15** Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder:

**Except as otherwise limited in this contract, contractor may use or disclose protected health information (PHI) to perform functions, activities, or services for, or on behalf of, the DBHDS as specified in this contract. In performance of contract services, Contractor agrees to:**

- Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of DBHDS as required by the HIPAA Security Rule, 45 C.F.R. Parts 160, 162, and 164;
- Ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it;
- Report to the DBHDS any security incident of which it becomes Aware;
- Not use or further disclose protected health information (PHI) other than as permitted or required by the terms of this contract or as required by law;

- Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this contract;
- Report to the DBHDS any use or disclosure of PHI not provided for by this Contract of which it becomes aware;
- Impose the same requirements and restrictions contained in this contract on its subcontractors and agents to whom contractor provides PHI received from, or created or received by a contractor on behalf of the DBHDS;
- Provide access to PHI contained in a designated record set to the DBHDS, in the time and manner designated by the DBHDS, or at the request of the DBHDS, to an individual in order to meet the requirements of 45 CFR 164.524;
- Make available PHI for amendment and incorporate any amendments to PHI in its records at the request of the DBHDS;
- Document and provide to DBHDS information relating to disclosures of PHI as required for the DBHDS to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.524;
- Make its internal practices, books, and records relating to use and disclosure of PHI received from, or created or received by a contractor on behalf of DBHDS, available to the Secretary of the U.S. Department of Health and Human Services Secretary for the purposes of determining compliance with 45 CFR Parts 160 and 164, subparts A and E;
- Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of DBHDS as required by the HIPAA Security Rule, 45 C.F.R. Parts 160, 162, and 164;
- Ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it;
- Report to the DBHDS any security incident of which it becomes aware; and
- At termination of the contract return all PHI received from, or created or received by, a Contractor on behalf of the DBHDS that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

Contractor may use or disclose PHI received from the DBHDS, if necessary, to carry out its legal responsibilities and for the proper management and administration of its business.

Contractor may disclose PHI for such purposes if the disclosure is required by law, or if contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially, that it will be used or further disclosed only as required by law of for the purpose for which it was disclosed to the person, and that person will notify the contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

**9.0 METHOD OF PAYMENT:** INVOICES - The Contractor shall invoice each Participating Agency at least once monthly for all services rendered during the specified time period. The Contractor will be paid on the basis of invoices submitted. Each invoice shall state the specific services rendered, dates of services and itemized cost for each service.

**10.0 QUOTATION AND PRICING:** Offeror must provide an itemized budget estimate for all services/programs proposed.

**11.0 ATTACHMENTS:**

Attachment A	Contract Data Sheet
Attachment B	Participation in State Procurement Transactions By Small Businesses and Businesses owned by Women and Minorities
Attachment C	Virginia Health Planning Regions

**ATTACHMENT A  
CONTRACTOR DATA SHEET  
To Be Completed By Offeror**

1. QUALIFICATIONS OF OFFEROR: The Offeror must have the capability and capacity in all respects in order to fully satisfy all of the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of service: \_\_\_\_years\_\_\_\_months.
3. REFERENCES: Indicate below a listing of at least four (4) facilities in which the proposed system is in use. Include the name and address of the person the agency has your permission to contact.

Client Name	Dates of Service	Address	Person to Contact	Phone

4. Offeror name, phone number and State and date of incorporation. If not a corporation, state the type of business organization, names and addresses of owners, address and phone number of principal place of business, date business began and State in which organized.
5. Are you a subsidiary firm: \_\_\_YES \_\_\_NO. If yes, list the name and location of your parent affiliation:  
\_\_\_\_\_
6. Name and title of firm's official to whom further communication should be directed:  
\_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT B**  
**SMALL BUSINESS SUBCONTRACTING PLAN**

**Definitions**

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at [www.dmbv.virginia.gov](http://www.dmbv.virginia.gov) (Customer Service).

Offeror Name: \_\_\_\_\_

Preparer Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Instructions**

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the proposal to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in Section B.

### Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (check only one below):

\_\_\_\_\_ Small Business

\_\_\_\_\_ Small and Women-owned Business

\_\_\_\_\_ Small and Minority-owned Business

Certification number: \_\_\_\_\_ Certification

Date: \_\_\_\_\_

### Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses that have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

#### B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address  DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract

Totals \$					

## ATTACHMENT C

### VIRGINIA HEALTH PLANNING REGIONS

The Health Planning Regions encompass the following counties and cities:

<u>Region 1</u> Northwestern Virginia	<u>Region 2</u> Northern Virginia	<u>Region 3</u> Southwestern Virginia	<u>Region 4</u> Central Virginia	<u>Region 5</u> Eastern Virginia
<b>Counties</b> Albemarle Augusta Bath Caroline Clarke Culpeper Fauquier Fluvanna Frederick Greene Highland King George Louisa Madison Nelson Orange Page Rappahannock Rockbridge Rockingham Shenandoah Spotsylvania Stafford Warren	<b>Counties</b> Arlington Fairfax Loudoun Prince William  <b>Cities</b> Alexandria Fairfax Falls Church Manassas Manassas Park	<b>Counties</b> Alleghany Amherst Appomattox Bedford Bland Botetourt Buchanan Campbell Carroll Craig Dickenson Floyd Franklin Giles Grayson Henry Lee Montgomery Patrick Pittsylvania Pulaski Roanoke Russell Scott Smyth Tazewell Washington Wise Wythe  <b>Cities</b> Bedford Bristol Clifton Forge Covington Danville Galax Lynchburg Martinsville Norton Radford Roanoke Salem	<b>Counties</b> Amelia Brunswick Buckingham Charlotte Chesterfield Charles Cumberland Dinwiddie Goochland Greensville Halifax Hanover Henrico Lunenburg Mecklenburg New Kent Nottoway Powhatan Prince Edward Prince George Surry Sussex  <b>Cities</b> Colonial Heights Emporia Hopewell Petersburg Richmond	<b>Counties</b> Accomack Essex Gloucester Isle of Wight James King and Queen King William Lancaster Mathews Middlesex Northampton Northumberland Richmond Southampton Westmoreland York  <b>Cities</b> Chesapeake Franklin Hampton Newport News Norfolk Poquoson Portsmouth Suffolk Virginia Beach Williamsburg
<b>Cities</b> Buena Vista Charlottesville Fredericksburg Harrisonburg Lexington Staunton Waynesboro Winchester				